

SERIAL 04043 RFP WIRELESS SERVICES (CELLULAR, DATA, PDA'S, PAGERS)
(Arch Wireless Contract)

DATE OF LAST REVISION: September 08, 2006

CONTRACT END DATE: March 31, 2008

CONTRACT PERIOD THROUGH MARCH 31, 2008

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **WIRELESS SERVICES (CELLULAR, DATA, PDA'S, PAGERS)**
(NIGP 72551)

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 23, 2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

LC/mm
Attach

Copy to: Clerk of the Board
Steve Bartlet, Telecommunications
Deborah Overton, SHERIFF'S
Mirheta Muslic, Materials Management

(Please remove Serial 02036-IGA from your contract notebooks)



CONTRACT PURSUANT TO RFP

SERIAL 04043-RFP

This Contract is entered into this 1st day of APRIL, 2005 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Arch Wireless, ~~DBA USA MOBILITY~~ an DELAWARE CORPORATION ("Contractor") for the purchase of PAGER SERVICES AND EQUIPMENT.

1.0 TERM

- 1.1 This Contract is for a term of Three (3) years, beginning on the 1st day of April, 2005 and ending the 31st day of March, 2008.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of Three (3) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, the Contracting Entity shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A."
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, contract number, quantities, unit prices, and extended totals and applicable sales tax.

3.0 DUTIES

- 3.1 The Contractor shall provide all services and supplies as stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B."TERMS & CONDITIONS

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

4.1.2 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

4.1.2.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

4.1.2.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

4.1.2.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against the Contracting Entities and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

4.1.3 Certificates of Insurance.

4.1.3.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

4.1.3.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.2 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Other Contracting Entities may do the same, at their own discretion.

4.3 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

USA Mobility
Janel Nordstrom
Sr Account Executive
janel.nordstrom@usamobility.com
PMP 404
4727 E. Bell Rd., Suite 45
Phoenix, AZ. 85032-9380
pgr vm - 888-371-3411
main - 866-877-4909
cell - 602-339-1220

Copy to:

USA MOBILITY
Marianne McLaughlin
4582 S. Ulster St. Pkwy, Suite 100
Denver, CO. 80237
720-489-2812

4.4 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when the Contracting Entities identify a need and issues a purchase order or request for services.

Contractor shall take no action under this Contract unless specifically requested by contracting entity, which shall submit a written document (Purchase Order, etc.) to Contractor requesting that services or product be delivered.

Contracting Entities reserve the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the Contracting Entity agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The Contracting Entity will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of services.

4.5 TERMINATION:

Contracting Entity may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten

(10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the Contracting Entity may offset from any money due to the Contractor any amounts Contractor owes to the Contracting Entity for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.12 AUDIT DISALLOWANCES:

If at any time Contracting Entity determines that a cost for which payment has been made is a disallowed cost, such as overpayment, Contracting Entity shall notify the Contractor in writing of the disallowance. Contracting Entity shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.13 **VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.14 **RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.14 **INTEGRATION**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

**EXHIBIT A
PRICING**

SERIAL 04043-RFP

PRICING SHEET S048102/B0700114/NIGP725-51

BIDDER NAME: USA MOBILITY dba ARCH WIRELESS
 F.I.D./VENDOR #: W000001496 X
 BIDDER ADDRESS: 13771 N. Fountain Hills Blvd. Ste. 114-158, Fountain Hills, AZ. 85268-3739
 P.O. ADDRESS: PMB 404, 4727 E Bell Road Suite 45, Phoenix, AZ 85032
 BIDDER PHONE #: 866-877-4909 884-6992
 BIDDER FAX #: 866-877-2684
 COMPANY WEB SITE: www.arch.com
 COMPANY CONTACT (REP): Janel Nordstrom Brian Despeaux Jim Overman
 E-MAIL ADDRESS (REP): janel.Nordstrom Jim.Overman@usamobility.com

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO % REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PAYMENT TERMS:

NET 30 X

1.0 PAGER SERVICE & EQUIPMENT (Optional)

1.1 PAGER PLANS

1.1.1	IN AREA	\$1.75 per Month
1.1.2	NATIONWIDE	\$7.50 per Month
1.1.3	Voice Mail	\$.50 Per Pager per Month
1.1.4	Group Paging	NO Charge
1.1.5	Alphamate Keyboards or equal	NO Charge

PLEASE SEE ATTACHMENT "A" EXHIBIT 1 - FOR ADDITIONAL PRICING.

ATTACHMENT A – EXHIBIT 1

ADDITIONAL PRICING

Maricopa County Pricing Breakdown

Voicemail Package # Messages / Retention Time / Message Length Proposed Rate

	MP1	15 Messages / 72 Hr / 60 Sec	\$1.50
	MP2	10 Messages / 24 Hr / 45 Sec	\$0.50
	MP3	30 Messages / 24 Hr / 45 Sec	\$1.00
	MP4	10 Messages / 12 Hr / 30 Sec	free
	MP5	5 Messages / 4 Hr / 30 Sec	free
	MP8	15 Messages / 48 Hr / 30 Sec	\$1.00
	TMM	15 Messages / 72 Hr / 120 SEC	\$2.00
	CG1/CG2	CUSTOM GREETING	free

Proposed Rate/ Deductible/ Coverage Service Type Service Package Replacement Cost

AZ	Numeric	Local, Unlimited numeric paging	\$1.75/ \$10/\$25
Tri-State (AZ, NV, CA)	Numeric	Tri-state, Unlimited numeric Paging	\$2.00/\$10/\$25
NTW (Nationwide)	Numeric	Nationwide, Unlimited Numeric Paging	\$7.50/\$10/\$25
	Pager Protection	Loss/Damage Protection (Customer Liability Limited to Deductible Amount)	Included
AZ	Alphanumeric	Local, Unlimited Alphanumeric paging	\$4.25/\$25/\$59
Tri-State (AZ, NV, CA)	Alphanumeric	Tri-state, Unlimited Alphanumeric Paging	\$4.75/\$25/\$59
NTW (Nationwide)	Alphanumeric	Nationwide, Unlimited Alphanumeric Paging	\$9.50/\$25/\$59
	Pager Protection	Loss/Damage Protection (Customer Liability Limited to Deductible Amount)	Included

Pricing/overall charge per 2-way Service Type Service Package Character/ deductible

Nationwide	Motorola T900	10,000 Characters/Month	\$8.95/\$0.0010/\$59.95
Nationwide		20,000 Characters/Month	\$11.95/\$0.0009/\$59.95
Nationwide		50,000 Characters/Month	\$10.95/\$0.0006/\$59.95
Nationwide		75,000 Characters/Month	\$11.95/\$0.0006/\$59.95
Nationwide		250,000 Characters/Month	\$13.95/\$0.0005/\$59.95
Nationwide		Unlimited Characters/Month	\$15.95/\$0.00/\$59.95
	Pager Protection	Loss/Damage Protection (Customer Liability Limited to Deductible Amount)	\$2 w/ \$29.95 ded or \$59.95 repl
Nationwide	PerComm E80	10,000 Characters/Month	\$11.95/\$0.0010/\$199
Nationwide		20,000 Characters/Month	\$13.95/\$0.0009/\$199
Nationwide		50,000 Characters/Month	\$15.95/\$0.0006/\$199
Nationwide		75,000 Characters/Month	\$17.95/0.0006/\$199
Nationwide		250,000 Characters/Month	\$19.95/\$0.0005/\$199
Nationwide		Unlimited Characters/Month	\$21.95./ \$0.00/ \$199
	Pager Protection	Loss/Damage Protection (Customer Liability Limited to Deductible Amount)	\$2 w/ \$75.00 Ded or \$199 repl
Nationwide	Motorola P935	10,000 Characters/Month	\$11.95/\$0.0010/\$99.95
Nationwide		20,000 Characters/Month	\$13.95/\$0.0009/\$99.95
Nationwide		50,000 Characters/Month	\$15.95/\$0.0006/\$99.95
Nationwide		75,000 Characters/Month	\$17.95/0.0006/\$99.95
Nationwide		250,000 Characters/Month	\$19.95/\$0.0005/\$99.95
Nationwide		Unlimited Characters/Month	\$21.95./ \$0.00/ \$99.95
	Pager Protection	Loss/Damage Protection (Customer Liability Limited to Deductible Amount)	\$2 W/ \$45 or \$99.95 replacement

Ancillary Charges Service Type

Description

Proposed Pricing

	Toll Free Number	Toll Free Number assigned to pager	\$2.50
	Unlimited Operator Dispatch	**2way units only** Allows messaging via Numeric paging, VM and text-messaging operator	\$5.00
	Device Alias	Allows text messaging devices an email alias (yourname@archwireless.net vs 10digit#@archwireless.net)	free
	Message Carbon Copy	Allows you to add an email address for all text pages to be copied to	\$0.50
	Universal Service Fee	FCC regulatory administration charge per invoice	N/A
	Admin Fee	Per invoice Administration Fee	N/A
	Regulatory Admin Fee	FCC regulatory administration charge per pager	N/A
	Shipping Fees	Ground Shipping and Second Day Shipping is free of charge	Included
	Shipping Fees	Overnight/Next Day AM/ Next Day PM	\$20

EXHIBIT B SCOPE OF WORK 04043

1.0 INTENT

The intent of this Contract is to provide multiple cellular telephone, data, pager and satellite telephone providers for Maricopa County and any other participating public agency in the State of Arizona. Maricopa County will reserve the right to add contractors based on price, service, and/or applicable changes in technology throughout the contract term if deemed in best interest of the County and/or participating entities.

ELIGIBLE AGENCIES (Statewide)

The contract shall be for the use of all Maricopa County and State of Arizona departments, agencies, commissions and boards. In addition, eligible municipalities, counties, universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract applicable entities must have entered into a cooperative purchasing agreement with either Maricopa County or the State of Arizona (per ARS 41-2632).

2.0 SCOPE OF SERVICES

2.1 PAGER SERVICE

- 2.1.1 Contractor shall propose Pager Services if they have these available. They should describe the services and equipment available in detail.

Give the customer the best value in the industry. We understand that it the initiative of every successful company to cut every unnecessary cost. While Arch Wireless does not strive to be a price leader, we do strive to give our customers the best value in the marketplace. We offer the highest quality systems and service at a price that will always be extremely competitive. You can view our product offerings by going to <http://content.arch.com/products/index.html>. This site includes device detail, user guides ready for download or printing, and data sheets.

- 2.1.2 Provide One-way digital text, two-way unlimited and alphanumeric services 7 days a week, 24 hours a day and 365 days a year.

- 2.1.3 Proposers shall propose both in area and out of area plans.

- 2.1.4 Voice Mail

Arch Wireless has many voicemail options to fit your needs. These voicemail packages differ in message length, message storage limits and message retention time. We have proposed 7 different voicemail options that are sure to fit any need. The voicemail details and pricing are listed in Arch Pricing # 2 Attachment.

- 2.1.5 News Options

Datacast news service is a no cost feature available to all text enabled paging devices. Datacast provides news, weather, sports, market, entertainment, feature, business and commodity updates. This service is programmed on all text pagers from the Arch Wireless Inventory Hub. If Datacast is not wanted, an email must be sent to the Arch Wireless account manager so the account profile can be updated to ensure your request is fulfilled.

- 2.1.6 Group Paging controlled by department possibly through web access control.

Common Capcode Groups: Members of a Common Capcode Group have an additional capcode burned into the individual pager. "Burned In" cap code means the UCC will use a pager cradle to physically imprint the pager with an additional capcode. This capcode is not visible anywhere on the pager. When the leader number is paged, the paging terminal processes the same message simultaneously to all pagers with the same capcode.

Pagers are added to an existing Common Capcode Group by ordering a new pager with the capcode burned in at the inventory hub, or in certain situations the equipment can be provided to the customer allowing them to manage their own common capcode groups.

Common capcode groups allow for messaging through the Internet (Arch Wireless send a page), Email, or Dispatch software (WCTP, and dial-in) and by direct dial.

WME Groups/ E-Groups: Members of a WME group or E-group will be attached to an individual pager number and when the number is paged the system will systematically send the identical message to all the members' within the group. These groups are maintained and managed by the service provider as they are created within the paging terminals and they can only be modified by the provider at the request of the customer.

The WME queries with the External Server that holds all group call member information to match the correct group with a message.

The WME allows for messaging through the Internet (Arch Wireless send a page), Email, or Dispatch software (WCTP, and dial-in) and by direct dial.

WME groups also allow:

- Non-pager addresses (e-mail)
- Stand-alone equipment

E-Groups allows for messaging through direct-dial or dial-in dispatch software.

- 2.1.7 Provide Coverage in basement of county complex for receiving and sending pages

Arch Wireless currently has a repeater in the basement of 301 W Jefferson for Maricopa County to provide necessary coverage in the county complex basement.

- 2.1.8 Specify backup strategy for paging should web site become inoperative.

Arch Wireless has numerous partnerships with dispatch software companies to address 1st and 2nd tier software options of paging dispatch. These partnerships include preferred pricing available upon request. In addition, Arch Wireless allows WCTP, SMTP and dedicated modem connection to our paging terminal. If you are unable to access the send-a-page site via www.arch.com, you can email a text enabled device by addressing email to 10digitpager#@archwireless.net or by using an Alphamate Keyboard and modem connection. Alphamate Keyboards are no longer provided or supported by Arch Wireless.

- 2.1.9 Provide a means to import a data file to the backup so that manual entry is not required for each backup location.

Arch Wireless has strategic partnerships with a number of companies that offer dispatch software such as: Inforad, Emergin, Notify and Outr.net. These companies provide software that allows you to back up data and save it to a disk. If you are using a keyboard, your account manager can provide you with a cloning cable in order to copy and transfer the data in your keyboard to additional keyboards or replacement keyboards.

- 2.1.10 Specify your company's procedure to add additional sites for coverage, in particular at an entity owned facility.

Arch Wireless has an extensive process for evaluating coverage enhancement for our Major Accounts. This process is initiated by the local account manager and involves Local, Regional and Divisional Technical and Operational resources. This evaluation process starts once the Arch local account manager fills out a CRP-ROI form and forwards it to the District Manager; who in turn routes this to the Regional Vice-President to approve and forward to the Regional Technical Manager. Once the Regional Technical Manager receives the CRP-ROI form, a technician is assigned to contact the account and schedule a site survey. This site survey documents the following:

- 1.) Longitude and latitude of the location
- 2.) Distance to the nearest transmitter and receiver
- 3.) Building structure details and description of building including rooftop and basement

Once the site survey is complete, an extensive coverage test is conducted by first detailing the areas of interest as described by the account. The technician then proceeds to measure signal levels in all areas of interest. These measurements are documented and detailed in the CRP-ROI form. After the coverage test is completed, the Regional Technical Manager evaluates the data and makes a recommendation for signal enhancement. The CRP-ROI is then routed to Divisional and Corporate Engineering for licensing and site schematics. Arch Wireless provides these system enhancements at little or no cost to our customers when possible and seeks zero-dollar lease options when available. Any and all equipment provided remains the property of Arch Wireless and is serviced and maintained by Arch Technicians.

2.2 CURRENT PRODUCTS

All equipment, materials, parts and other components incorporated in the work or covered by this contract shall be NEW, in current and ongoing production: shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (pay customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation. Occasionally departments may request refurbished equipment for special utilization programs.

2.3 DATA TO BE SUBMITTED

At the time of submitting their proposal, each proposer must submit complete technical information, graphs, photographs, diagrams, instruction manuals and other means, to fully describe their equipment. In the event the published literature furnished by the propose is at variance with the minimum requirements of any item of this specifications, the proposer shall explain in detail, with full engineering support data, the reasons why the proposed service and equipment will meet the county's specifications. Failure to supply complete technical and operational information may be sufficient cause for rejection of a proposal.

2.4 DEVELOPMENT DATA

The vendor shall agree to supply free of charge all information which may be the result of future development and experimentation by which the performance and efficiency of the equipment purchased under this specification may be improved or modernized. Any software defects shall be corrected by the vendor by installing new software on units previously sold under this contract, or by swapping for an upgraded unit without the software defect.

2.5 WORKMANSHIP

All equipment supplied shall be of the latest, most improved model, past the development state and currently in factory production with a satisfactory performance record as evidenced by vendor supplied data and as determined by Contracting Entity.

2.6 USAGE REPORTS

The Contractor shall furnish requesting entities a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the requesting entity and shall disclose the quantity and dollar value of each contract item by individual unit.

2.7 WARRANTY

All equipment supplied under this specification shall be fully guaranteed by the contractor for a minimum period of 12 months from the date of acceptance. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the contractor (including parts and labor) without cost to the customer. The written warranty shall be included with the delivered products to the using agency.

2.8 MAINTENANCE (Local)

In order to assure that any ensuing contracts will provide the necessary maintenance support required for the equipment specified, each potential contractor must have local maintenance facilities or have specific agreements in force with a third party to provide local maintenance. Each maintenance facility must be staffed by trained technicians and have sufficient parts inventory in order to provide quality service on the equipment specified. Maricopa County and/or the State of Arizona may inspect the maintenance facility to determine adequacy.

2.9 ON-GOING SYSTEM EVALUATION SAMPLE UNIT

Each successful vendor awarded at least one portable unit on contract under this proposal, and who also provides digital or analog carrier service, shall provide, at no cost, a long term carrier service evaluation portable unit. This unit will be used for continuous evaluation of coverage requirements as specified in this document and for various departments and agencies to determine carrier suitability for their needs. This evaluation sample will be retained by the contracting entity for the duration of the contract or as needed. The sample provided may be the lowest line portable unit of the vendor for the digital and analog category, accepted on the contract. This provision would be applicable to all contracting entities.

2.10 USER INSTRUCTION MANUAL

One manual shall be furnished for each radiotelephone unit supplied under this Proposal. Proposers agree to provide on site training of users in a group class environment if necessary with as one week notice. Additionally, the user manuals can be made available on CD or available for download/viewing via website link.

2.11 THIRD PARTY BILLING

Any Contractor that is granted business as a result of this Contract is responsible for subsequent billing. Although selected material and services may be supplied by third-party vendors, no third party billing will be accepted by contracting entities.

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~~1800 WEST PARK DRIVE, WESTBOROUGH, MA 01851~~

PRICING SHEET S048102/B0700114/NIGP 72551

Terms:	NET 30
Vendor Number:	W000001496 X
Telephone Number:	866/884-6992
Fax Number:	866/877-2684
Contact Person:	Jim Overman
E-mail Address:	jim.overman@usamobility.com
Contract Period:	To cover the period ending March 31, 2008.